

LYNCHBURG CITY COUNCIL

Agenda Item Summary

MEETING DATE: February 8, 2005

AGENDA ITEM NO.: 6

CONSENT: X

REGULAR:

CLOSED SESSION:

(Confidential)

ACTION: X

INFORMATION:

ITEM TITLE: Langhorne Road at Murrell Road and Memorial Ave. Traffic Signal Replacement

RECOMMENDATION: Approve an appropriation of \$297,530 to be used for the replacement of the traffic signals on Langhorne Road at Murrell Road and Memorial Ave. This amount is fully reimbursable from VDOT.

SUMMARY:

The City applied for a Hazard Elimination Safety (HES) Grant to replace the traffic signals on Langhorne Road at Murrell Road and Memorial Ave. The current signals are span wire assemblies with substandard size heads that do not meet height standards and have no back plates. The wiring is also deteriorating throughout the entire signal assemblies. The cost to replace these signals is \$ 298,126 with \$297,530 reimbursement from VDOT. The local portion of \$596 has already been allocated to the project from a prior CIP. The cost of the project has increased significantly since this project was first introduced on Dec. 12, 1995 due to the cost of steel and other equipment added to the project (such as pedestrian features).

This project has been bid for construction with Richardson Wayland from Roanoke having the lowest bid. We plan to start project in mid February and it will take approximately 6 months to complete. The signal poles and mast arms will be black for aesthetic purposes and pedestrian features will be added.

PRIOR ACTION(S):

July 11, 1995 - Council action established project and approved use of funds for local share.

December 12, 1995 - Council authorized City Manager to enter a City/State agreement with VDOT

January 25, 2005 – PDC recommended approval to full City Council

FISCAL IMPACT: Initial local match of \$596 already appropriated from prior CIP. By replacing the signals, the City will save money due to reduction in maintenance repairs.

CONTACT(S):

Gerry Harter PE, City Traffic Engineer – 455-3935

Lee Newland PE, Director of Engineering – 455-3947

ATTACHMENT(S): Contracts with VDOT

REVIEWED BY: lkp

BE IT RESOLVED that the FY 2005 CIP budget is amended and \$297,530 is appropriated to the City Capital Projects Fund, project number T0025, with full reimbursement from VDOT to replace traffic signals on Langhorne Road at Murrell Road and Memorial Avenue.

Introduced:

Adopted

Certified:

Clerk of Council

020L

**AGREEMENT FOR PROJECT CONSTRUCTION, OPERATION, AND MAINTENANCE
BETWEEN THE CITY OF LYNCHBURG
AND THE VIRGINIA DEPARTMENT OF TRANSPORTATION
Route 501
0501-118-S04, PE 101, N 501 (UPC) 15841**

THIS AGREEMENT, made and executed in triplicate as of this _____ day of _____, 200____, between the COMMONWEALTH OF VIRGINIA, DEPARTMENT OF TRANSPORTATION, hereinafter referred to as the "DEPARTMENT" or "VDOT" and the CITY OF LYNCHBURG, hereinafter referred to as the "MUNICIPALITY".

WITNESSETH:

WHEREAS, the Commonwealth Transportation Board and MUNICIPALITY have allocated funds for Safety and Signal improvements, Project 0501-118-S04, PE 101, N 501 (UPC 15841), hereinafter referred to as the "Project"; and

WHEREAS, the DEPARTMENT and MUNICIPALITY entered into an agreement for the administration of the Project on April 17, 1996; and

WHEREAS, this supplemental agreement is being entered into in accordance with paragraph 1.e. of the Project administration agreement dated April 17, 1996; and>

WHEREAS, the DEPARTMENT and MUNICIPALITY have approved the design of the Project

NOW, THEREFORE, for and in consideration of the premises and mutual covenants and agreements contained herein, the parties hereto agree as follows:

1. The MUNICIPALITY will construct the Project as approved.

UPC 15841

2. After construction the MUNICIPALITY will maintain the Project, or have it maintained, in a manner satisfactory to the DEPARTMENT or its authorized representatives and will make ample provision each year for such maintenance.
3. The MUNICIPALITY, after construction of the Project or any part thereof, shall not permit any reduction in the number of or width of traffic lanes, or any additional median crossovers and enlargement of existing median crossovers, or any alterations to channelization islands, without the prior written approval of the DEPARTMENT.
4. Parking will be prohibited at all times on both sides of the roadway on this Project and appropriate NO PARKING signs shall be erected. The signs shall conform to the standards as shown in the current edition of the Manual on Uniform Traffic Control Devices.
5. The location, form and character of informational, regulatory and warning signs, curb and pavement or other markings and traffic signals, installed or placed by the MUNICIPALITY or any public authority, or other agency, or private entity, shall conform to the standards as shown in the current edition of the Manual on Uniform Traffic Control Devices or be subject to the written approval of the DEPARTMENT.
6. The location and installation of utility poles, lighting standards, traffic signal poles or any other facility installed or placed within the right-of-way by the MUNICIPALITY or any public authority, or other agency, or private entity, shall conform to the VDOT Land Use Permit Manual, or be subject to the written approval of the DEPARTMENT.

UPC 15841

7. The MUNICIPALITY shall comply with Title VI of the Civil Rights Act of 1964 and the Fair Employment Contracting Act, Section 2.2-4200 through 2.2-4201 of the Code of Virginia (1950), as amended.
8. The MUNICIPALITY shall comply with all applicable federal, state and local rules, regulations and statutes when work is performed on this project by it's employees, agents, or contractors at Project expense.
9. Prison labor will not be used for any purpose whatsoever on the Project.
10. The MUNICIPALITY shall participate in the actual cost of the Project in accordance with the following tabulation, understanding that the costs shown are estimated and the percentages will be applied to actual costs:

PROJECT COST

<u>ITEM</u>	<u>ESTIMATED COST</u>	<u>MUNICIPALITY'S SHARE</u>	
		<u>%</u>	<u>AMOUNT</u>
Construction	\$118,546.66	0.2%	237.09

total 118,546.660+
 city 237.090-
 000

VDOT 118,309.570*

0.*

UPC 15841

IN WITNESSETH WHEREOF, the parties sign and cause this Agreement to be executed by their duly authorized officers.

ATTEST:

Atkinson W. Kost
City Clerk
City of Lynchburg

L. Kimball Spear
City Manager
City of Lynchburg

NOTE: The official signing for the municipality must attach a certified copy of the authority under which this agreement is executed.

Signature of Witness

Commonwealth Transportation Commissioner
Commonwealth of Virginia
Department of Transportation

**AGREEMENT FOR PROJECT CONSTRUCTION, OPERATION, AND MAINTENANCE
BETWEEN THE CITY OF LYNCHBURG
AND THE VIRGINIA DEPARTMENT OF TRANSPORTATION
Route 29 Business
6029-118-S08, PE 101, N 501 UPC 15817**

THIS AGREEMENT, made and executed in triplicate as of this _____ day of _____, 200____, between the COMMONWEALTH OF VIRGINIA, DEPARTMENT OF TRANSPORTATION, hereinafter referred to as the "DEPARTMENT" or "VDOT" and the CITY OF LYNCHBURG, hereinafter referred to as the "MUNICIPALITY".

WITNESSETH:

WHEREAS, the Commonwealth Transportation Board and MUNICIPALITY have allocated funds for Safety and Signal improvements, Project 6029-118-508, PE 101,N 501 UPC 15817, hereinafter referred to as the "Project"; and

WHEREAS, the DEPARTMENT and MUNICIPALITY entered into an agreement for the administration of the Project on April 17, 1996; and

WHEREAS, this supplemental agreement is being entered into in accordance with paragraph 1.e. of the Project administration agreement dated April 17, 1996; and>

WHEREAS, the DEPARTMENT and MUNICIPALITY have approved the design of the Project.

NOW, THEREFORE, for and in consideration of the premises and mutual covenants and agreements contained herein, the parties hereto agree as follows:

1. The MUNICIPALITY will construct the Project as approved.
2. After construction the MUNICIPALITY will maintain the Project, or have it maintained, in a manner satisfactory to the DEPARTMENT or its authorized representatives and will make ample provision each year for such maintenance.

3. The MUNICIPALITY, after construction of the Project or any part thereof, shall not permit any reduction in the number of or width of traffic lanes, or any additional median crossovers and enlargement of existing median crossovers, or any alterations to channelization islands, without the prior written approval of the DEPARTMENT.
4. Parking will be prohibited at all times on both sides of the roadway on this Project and appropriate NO PARKING signs shall be erected. The signs shall conform to the standards as shown in the current edition of the Manual on Uniform Traffic Control Devices.
5. The location, form and character of informational, regulatory and warning signs, curb and pavement or other markings and traffic signals, installed or placed by the MUNICIPALITY or any public authority, or other agency, or private entity, shall conform to the standards as shown in the current edition of the Manual on Uniform Traffic Control Devices or be subject to the written approval of the DEPARTMENT.
6. The location and installation of utility poles, lighting standards, traffic signal poles or any other facility installed or placed within the right-of-way by the MUNICIPALITY or any public authority, or other agency, or private entity, shall conform to the VDOT Land Use Permit Manual, or be subject to the written approval of the DEPARTMENT.
7. The MUNICIPALITY shall comply with Title VI of the Civil Rights Act of 1964 and the Fair Employment Contracting Act, Section 2.2-4200 through 2.2-4201 of the Code of Virginia (1950), as amended.

Project ~~6029-118-S08~~ PE10 N-S01
UPC 15817

8. The MUNICIPALITY shall comply with all applicable federal, state and local rules, regulations and statutes when work is performed on this project by it's employees, agents, or contractors at Project expense.
9. Prison labor will not be used for any purpose whatsoever on the Project.
10. The MUNICIPALITY shall participate in the actual cost of the Project in accordance with the following tabulation, understanding that the costs shown are estimated and the percentages will be applied to actual costs:

PROJECT COST

<u>ITEM</u>	<u>ESTIMATED COST</u>	<u>MUNICIPALITY'S SHARE</u>	
		<u>%</u>	<u>AMOUNT</u>
Preliminary Engineering	14,441.08	0.2%	28.88
Construction	165,138.60	0.2%	<u>330.28</u>
Total	179,579.68		359.16

0.*

0.*

total 179,579.680+
 City 359.160-
 000
 VDOT 179,220.520*

Project 6029-112-S02-PE10 N-501
UPC 15817

IN WITNESSETH WHEREOF, the parties sign and cause this Agreement to be executed
by their duly authorized officers.

ATTEST:

Catherine W. Krst

City Clerk
City of Lynchburg

L Kimball Ryznar

City Manager
City of Lynchburg

NOTE: The official signing for the municipality must attach a certified copy of the authority under which this agreement is executed.

Signature of Witness

Commonwealth Transportation Commissioner
Commonwealth of Virginia
Department of Transportation